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10 *Attorneys for Defendant*  
11 *Nationstar Mortgage LLC*

12  
13 UNITED STATES DISTRICT COURT  
14 FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

15 JULI ANN SWEENY,

16 Plaintiff,

17 v.

18 NATIONSTAR MORTGAGE, LLC, a  
19 Delaware limited liability company,

20 Defendant.

NO. 2:16-cv-01424-RSL

**DEFENDANT NATIONSTAR  
MORTGAGE LLC'S ANSWER  
AND AFFIRMATIVE DEFENSES  
TO PLAINTIFF'S AMENDED  
COMPLAINT**

21 Defendant Nationstar Mortgage LLC responds to the Amended Complaint filed by  
22 Plaintiff Juli Ann Sweeny [Dkt. 2-1, pp. 53-90] as follows:

23 1. On information and belief, Nationstar admits the allegations of Paragraph 1 of  
24 Plaintiff's Amended Complaint.

25 104034/000047/01653560-1

DEFENDANT NATIONSTAR  
MORTGAGE LLC'S ANSWER  
AND AFFIRMATIVE DEFENSES  
TO PLAINTIFF'S AMENDED  
COMPLAINT - 1

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2. Nationstar denies the allegations of Paragraph 2 of Plaintiff's Amended Complaint that its headquarters are in Dallas, Texas, and demands strict proof thereof. Nationstar admits the remaining allegations of Paragraph 2 of Plaintiff's Amended Complaint.

3. Paragraph 3 of Plaintiff's Amended Complaint states legal conclusions, requiring no response from Nationstar. To the extent a response may be required, Nationstar admits it services four of Plaintiff's mortgage loans, each of which is secured by real property located in King County, Washington (the "Subject Loans").

4. Paragraph 4 of Plaintiff's Amended Complaint states legal conclusions, requiring no response from Nationstar. To the extent a response may be required, on information and belief, Nationstar admits Plaintiff owns the four Properties listed, all are located in King County, Washington, and that the Subject Loans were previously serviced by First Horizon Home loans.

5. Nationstar admits the allegations of Paragraph 5 of Plaintiff's Amended Complaint that it currently services the Subject Loans, and they were previously serviced by First Horizon Home Loans. Nationstar has insufficient information to admit or deny whether the Subject Loans were previously serviced by entities other than First Horizon Home Loans, and therefore denies that allegation and demands strict proof thereof.

6. Paragraph 6 of Plaintiff's Amended Complaint states legal conclusions, requiring no response from Nationstar. To the extent a response may be required, Nationstar admits the allegations of Paragraph 6 of Plaintiff's Amended Complaint. By way of further response, Nationstar asserts the documents speak for themselves.

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DEFENDANT NATIONSTAR  
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COMPLAINT - 2

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1           7. Paragraph 7 of Plaintiff's Amended Complaint states legal conclusions,  
2 requiring no response from Nationstar. To the extent a response may be required, Nationstar  
3 denies that the Effective Date of the Plan is May 4, 2010, and demands strict proof thereof.  
4 Nationstar admits the remaining allegations of Paragraph 7 of Plaintiff's Amended  
5 Complaint. By way of further response, Nationstar asserts the documents speak for  
6 themselves.

7           8. Paragraph 8 of Plaintiff's Amended Complaint states legal conclusions,  
8 requiring no response from Nationstar. To the extent a response may be required, Nationstar  
9 admits the allegations of Paragraph 8 of Plaintiff's Amended Complaint. By way of further  
10 response, Nationstar asserts the documents speak for themselves.

11           8.1 Paragraph 8.1 of Plaintiff's Amended Complaint states legal conclusions,  
12 requiring no response from Nationstar. To the extent a response may be required, Nationstar  
13 admits that Paragraph 8.1 correctly quotes the terms of the confirmed Plan. By way of further  
14 response, Nationstar asserts the documents speak for themselves.

15           8.2 Paragraph 8.2 of Plaintiff's Amended Complaint states legal conclusions,  
16 requiring no response from Nationstar. To the extent a response may be required, Nationstar  
17 admits that Paragraph 8.2 correctly quotes the terms of the confirmed Plan. By way of further  
18 response, Nationstar asserts the documents speak for themselves.

19           8.3 Paragraph 8.3 of Plaintiff's Amended Complaint states legal conclusions,  
20 requiring no response from Nationstar. To the extent a response may be required, Nationstar  
21 admits that Paragraph 8.3 correctly quotes the terms of the confirmed Plan. By way of further  
22 response, Nationstar asserts the documents speak for themselves.

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25 DEFENDANT NATIONSTAR  
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COMPLAINT - 3

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1           8.4     Paragraph 8.4 of Plaintiff's Amended Complaint states legal conclusions,  
2 requiring no response from Nationstar. To the extent a response may be required, Nationstar  
3 admits that Paragraph 8.4 correctly quotes the terms of the confirmed Plan. By way of further  
4 response, Nationstar asserts the documents speak for themselves.

5           9.     Paragraph 9 of Plaintiff's Amended Complaint states legal conclusions,  
6 requiring no response from Nationstar. To the extent a response may be required, Nationstar  
7 denies that increasing the interest rate on September 1, 2016, is in direct violation of the Order  
8 and the terms of the Plan, and demands strict proof thereof. Nationstar admits the remaining  
9 allegations of Paragraph 9 of Plaintiff's Amended Complaint that it has notified Plaintiff the  
10 interest rate was and/or would be increased on September 1, 2016. By way of further  
11 response, Nationstar asserts the documents speak for themselves.

12          10.    Paragraph 10 of Plaintiff's Amended Complaint states legal conclusions,  
13 requiring no response from Nationstar. To the extent a response may be required, Nationstar  
14 denies the allegations of Paragraph 10 of Plaintiff's Amended Complaint, and demands strict  
15 proof thereof. By way of further response, Nationstar asserts the documents speak for  
16 themselves.

17          11.    Paragraph 11 of Plaintiff's Amended Complaint states legal conclusions,  
18 requiring no response from Nationstar. To the extent a response may be required, Nationstar  
19 denies the allegations of Paragraph 11 of Plaintiff's Amended Complaint, and demands strict  
20 proof thereof. By way of further response, Nationstar asserts the documents speak for  
21 themselves.

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25 DEFENDANT NATIONSTAR  
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COMPLAINT - 4

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1. Plaintiff's claims are barred in whole or in part by applicable Statutes of Limitation.

3. Plaintiff's Amended Complaint fails to state a claim against Nationstar or any of its affiliates upon which relief may be granted.

5. The damages suffered by Plaintiff, if any, were proximately caused by or attributable to, in whole or in part, persons or entities other than Nationstar or any of its affiliates.

7. The damages suffered by Plaintiff, if any, must be apportioned according to the relative contributory fault or negligence of Plaintiff.

9. Plaintiff suffered no loss from the actions of Nationstar.

1           10.     Plaintiff has failed to plead with particularity those claims for which she is  
2 required to do so.

3           11.     The Court may lack jurisdiction over Nationstar due to failure of service  
4 and/or insufficient service of process.

5           12.     Nationstar is entitled to a set-off against any judgment in the amount  
6 Plaintiff continues to owe on her loan obligations.

7           13.     Plaintiff's claims are barred by the doctrine of accounts stated.

8           14.     Plaintiff has failed to satisfy conditions precedent.

9           15.     Nationstar reserves the right to plead other affirmative defenses as may be  
10 warranted by further investigation and discovery.

11                               **ANSWER PRAYER FOR RELIEF**

12           Wherefore, having fully answered Plaintiff's Amended Complaint [Dkt. 2-1, pp. 53-  
13 90], Defendant Nationstar Mortgage LLC prays for the following relief:

- 14           1.     Dismissal of Plaintiff's Amended Complaint with prejudice;  
15           2.     An award of Nationstar's attorney's fees, expenses, and litigation costs; and  
16           3.     Such other and further relief in favor of Nationstar as may be deemed just and  
17 equitable.

18           DATED this 31st day of January, 2017.

19                               /s/ Barbara L. Bollero  
20 Barbara L. Bollero, WSBA No. 28906  
21 Ann T. Marshall, WSBA No. 23533  
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DEFENDANT NATIONSTAR  
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COMPLAINT - 7

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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 31st day of January, 2017, I electronically filed the  
3 foregoing with the Clerk of the Court for the United States District Court, Western District of  
4 Washington using the CM/ECF system which will send notification of such filing to the  
5 following:

6 Craig S. Sternberg  
7 Sternberg Thomson Okren & Scher, PLLC  
8 520 Pike St., Suite 2250  
9 Seattle, WA 98101-4013  
10 *Attorneys for Plaintiff*

11 Signed this 31st day of January, 2017, at Seattle, Washington.

12 /s/ Tamorah Burt  
13 Tamorah Burt, Legal Assistant  
14 AFRCT, LLP  
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25 DEFENDANT NATIONSTAR  
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COMPLAINT - 8

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